

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

WAYMO LLC,

No. C 17-00939 WHA

Plaintiff,

v.

**QUESTIONS FOR HEARING  
ON PLAINTIFF'S MOTION  
FOR PROVISIONAL RELIEF**

UBER TECHNOLOGIES, INC., *et al.*,

Defendants.

**UNDER SEAL**

At the hearing tomorrow, both sides should please be prepared to succinctly address the following questions with copies of relevant case law or documents in the record highlighted and ready to hand up to the judge, as well as extra copies for opposing counsel.

1. How detailed is the [REDACTED] design that Waymo claims as a trade secret?

For example, does Waymo claim trade secret protection over *any* LiDAR design that uses any [REDACTED]? Or does it claim

only the *specific* design used in GBr3, including the [REDACTED]

[REDACTED] that Waymo [REDACTED]

2. If you want the LiDAR points of illumination [REDACTED]

wouldn't you, [REDACTED]

[REDACTED]

1           3.       How is a [REDACTED] superior to any other [REDACTED]? Where  
2       in the record does Waymo supply evidence concerning the specific effects of [REDACTED]  
3       [REDACTED]?

4           4.       What are the standard practices, if any, in the LiDAR field for distributing 64  
5       diodes across multiple printed circuit boards?

6           5.       How, if at all, does Fuji's configuration of two 32-diode transmit blocks  
7       specifically map on to GBr3's configuration of [REDACTED]? For  
8       example, do each of the [REDACTED] printed circuit boards within each configuration serve  
9       comparable functions in their respective LiDAR systems? Does the patent law doctrine  
10      of equivalents have an equivalent in trade secret law?

11          6.       Does Velodyne or any other company manufacture or commercialize LiDAR  
12      systems using any of Waymo's purported trade secrets? For example, is the [REDACTED]  
13      [REDACTED] configuration used by any other company? Has Waymo's use  
14      of this configuration or any other asserted trade secret been disclosed to any public  
15      agency? Under the law, could anything actually used by other companies be deemed a  
16      trade secret by Waymo?

17          7.       Even if defendants themselves have not misappropriated any trade secrets, can  
18      they still be held liable for misappropriation by Levandowski that was never used for  
19      their benefit?

20          8.       If Waymo shows that Levandowski misappropriated trade secrets but fails to  
21      further show that defendants did so, would it be enough, to show likelihood of success  
22      and irreparable injury, that defendants knowingly employed an executive who  
23      misappropriated trade secrets and who remains in a position to misuse said secrets for  
24      defendants' benefit? Please provide case law on point.

25          9.       Does an accounting as part of provisional relief require a finding of irreparable  
26      injury? (An accounting, as used in this question, would be an order to defendants to  
27      conduct a thorough company-wide investigation and to itemize every use or  
28      communication concerning specific alleged trade secrets and involving Levandowski.)

10. If the Court adopts defendants' recusal plan for Levandowski, will defendants further consent to a mandatory reporting provision requiring their employees to report violations of said plan to the general counsel and thence to the Court and the parties?

Answers to the foregoing questions must be limited to the motion record where possible.